

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THERESA ANN R. JAMES

(hereinafter referred to as Mortgagor) is well and truly indebted unto PRUITT A. TOOLE and RANDALL N. LONG

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six Thousand and NO/100

Dollars (\$ 6,000.00) due and payable

ACCORDING TO TERMS OF PROMISSORY NOTE
OF EVEN DATE.

with interest thereon from _____ date _____ at the rate of Nine per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as follows:

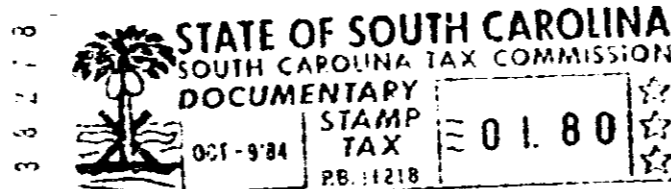
ALL that certain piece, parcel or tract of land situate, lying, being in the County of Greenville, in Bates Township, on the northwestern side of Robertson Road and being shown and designated as a 17.0 acre tract on plat entitled "Complied Plat for Pruitt A. Toole and Randall N. Long, Jr.", prepared by Jeffery M. Plumblee, Inc., dated January 25, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-J at Page 48, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

ALSO, ALL that piece, parcel or tract of land in the State of South Carolina, County of Greenville north of Travelers Rest, being shown as 0.30 acres on unrecorded plat prepared by W. R. Williams, Jr., surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail-in-cap in the centerline of Robertson Road, thence along said road, N. 20-24 E. 60 feet to a nail in cap; thence N. 55-29 E. 75 feet to a nail in cap; thence N. 68-33 E. 200 feet to a nail in cap; thence N. 14-59 W. 30.5 feet to an old iron pin; thence S. 76-43 W. 234 feet to an old iron pin; thence S. 12-42 E. 151.3 feet to a nail in cap in the centerline of Robertson Road, being the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Pruitt A. Toole and Randall N. Long, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage in favor of Myrtle R. McKinney and Joe C. McKinney, dated January 27, 1983, and recorded in the RMC Office for Greenville County on January 28, 1983, in Mortgage Book 1593 at Page 183.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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